

Attorney Docket No. 89-97

**INVENTORS' DECLARATION FOR PATENT APPLICATION  
AND POWER OF ATTORNEY**

As the below named inventors, we hereby declare that:

Our residences, post office addresses and citizenship are as stated below our names.

We believe that we are the original and first inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled: STARCH ENCAPSULATION the specification of which was filed on 30 September 1997 as Application Serial No.

We hereby authorize our legal representative to add reference to the Serial No. and/or filing date of the above-referenced application to this declaration.

We hereby state that we have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

We acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, §1.56.

**Prior Foreign Application(s)**

We hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application(s) for patent or inventor's certificate having a filing date before that of the application to which priority is claimed:

Country	Application No.	Date of Filing (day,month,year)	Date of Issue (day,month,year)	Priority Claimed 35 U.S.C.119
None				

Yes    No   

**Prior Provisional Application(s)**

We hereby claim the benefit under Title 35, United States Code, §119(e) of any United States provisional application(s) listed below:

Application Serial Number	Date of Filing (day,month,year)
60/026,855	30 September 1996

**Prior U.S. Application(s) and PCT International Application(s) Designating  
the United States**

We hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s), or § 365(c) of any PCT International application(s) designating the United States listed below:

Application Serial Number	Date of Filing (day,month,year)	Status(Patented,Pending,Abandoned)
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Insofar as the subject matter of each of the claims in this application is not disclosed in the prior United States, foreign or PCT International application(s) to which priority has been claimed above in the manner provided by the first paragraph of Title 35, United States Code, §112, we acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which occurred between the filing date of the prior application(s) and the national or PCT international filing date of this application:

We hereby appoint, both jointly and severally, as our attorneys and agents with full power of substitution and revocation, to prosecute this application and any corresponding application filed in the Patent Cooperation Treaty Receiving Office, and to transact all business in the Patent and Trademark Office connected herewith the following attorneys and agents, their registration numbers being listed after their names:

Lorance L. Greenlee, Reg. No. 27,894; Ellen P. Winner, Reg. No. 28,547; Sally A. Sullivan, Reg. No. 32,064; Donna M. Ferber, Reg. No. 33,878; Jennie M. Caruthers, Reg. No. 34,464; Alison A. Langford, Reg. No. 37,374, G. William VanCleave, Reg. No. 40,213, all of Greenlee, Winner and Sullivan, P.C., 5370 Manhattan Circle, Suite 201, Boulder, CO 80303.

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

(1) Full Name of  
First Inventor: KEELING, Peter  
Residence: Ames, Iowa  
Citizenship: USA  
Post Office Address: 3409 Oakland Street, Ames, Iowa 50014

(1) Signature *Peter Keeling*

Date *Oct 12, 97*

(2) Full Name of

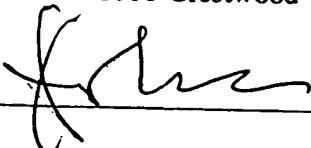
Second Inventor: GUAN, Hanping

Residence: Ames, Iowa

Citizenship: People's Republic of China

Post Office Address: 1608 Crestwood Circle, Ames, Iowa 50010

(2) Signature



Date

10/20/97

ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT, dated as of December 18, 2000, between  
BASF Plant Science Holdings, Inc., a Delaware corporation ("Assignor") and ExSeed  
Genetics, LLC, a Delaware limited liability company ("Assignee").

## WITNESSETH

WHEREAS, in order to consummate an acquisition of substantially all of the assets and business of ExSeed Genetics, L.L.C., an Illinois limited liability company, and its wholly owned subsidiary ExSeed Genetics, Inc., BASF Plant Science Holdings, Inc. entered into an Asset Purchase Agreement dated November 1, 2000 with ExSeed Genetics, L.L.C. and ExSeed Genetics, Inc. (the "Agreement"); and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in that Agreement, and Assignee is willing to accept such assignment..

NOW, THEREFORE, based upon the foregoing premises, and in consideration of the following mutual agreements and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Effective as of the date set forth hereinabove, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Agreement, and Assignee hereby accepts such assignment and assumes all of Assignor's obligations thereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
duly executed as of the day and year first above written.

ExSeed Genetics, LLC

By: Keith A

Keith H. Ansbacher  
Vice President

BASF Plant Science Holdings, Inc.

By: Thomas Y. Allman

Thomas Y. Allman  
Vice President

**ASSET PURCHASE AGREEMENT**

**DATED**

**NOVEMBER 1, 2000**

**BY AND BETWEEN**

**EXSEED GENETICS, L.L.C.  
EXSEED GENETICS, INC.**

**SELLER**

**AND**

**BASF PLANT SCIENCE HOLDINGS, INC.**

**PURCHASER**

(z) "Patents" shall mean filed patent applications, including provisional applications, continuations, continuation-in-part applications, divisionals, re-examination applications and all patents granted pursuant thereto including reissues or rights granting a similar scope of exclusivity, such as supplemental protection certificates.

(cc) "Purchased Assets" means all of the right, title and interest in and to all assets used in the conduct of the Business ( ), of every kind and description, wherever located, whether now owned or acquired on or after the date hereof and prior to the Closing, whether tangible or intangible (including, without limitation, goodwill), real, personal or mixed. The Purchased Assets include, without limitation, all of the right, title and interest of Seller in and to the following:

(xi) all Patents, trademarks, service marks, trademark and service mark registrations and applications therefor, copyrights, copyright registrations, copyrights applications, trade names, corporate names, technology, inventions, computer software, data and documentation (including electronic media), product drawings, trade secrets, know-how, customer lists, processes, other intellectual property and proprietary information or rights related to or used in the conduct of the Business; and permits, licenses or other agreements to or from third parties regarding the foregoing (the "Proprietary Rights");

## **ARTICLE II**

### **Purchase and Sale of Assets; Assumption of Liabilities; Additional Covenants**

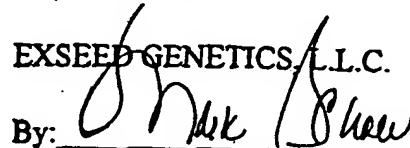
Section 2.1. *Purchase and Sale of Assets.* Upon the terms and subject to the conditions of this Agreement and on the basis of the representations, warranties and agreements contained herein, at the Closing, the Seller shall sell, assign, transfer, convey and deliver to the Purchaser (or to one or more of Purchaser's Affiliates to be designated by Purchaser, or to which this Agreement is assigned) all of the Seller's right, title and

interest in and to the Purchased Assets and the Purchaser (or its designees or assignees) shall purchase such Purchased Assets from the Seller.

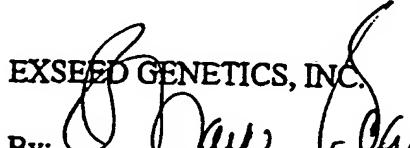
Section 9.15 *Joint and Several.* The obligations of the Seller hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

EXSEED GENETICS, L.L.C.

By:   
Mark S. Scholl, President

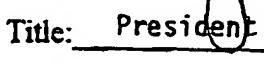
EXSEED GENETICS, INC.

By:   
Mark S. Scholl, President

BASF PLANT SCIENCE  
HOLDINGS, INC.

By:   
Philip E. Kaplan

Name: 

Title: President 

DOCKET NO.: 15056-4

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Peter L. Keeling, et al..

SERIAL NUMBER: TBA

GROUP: 1653

FILING DATE:

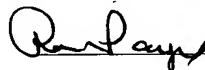
EXAMINER: Samuel W. Liu

TITLE:

STARCH ENCAPSULATION

**Certification Pursuant to 37 CFR § 1.10**

I certify that the attached correspondence is being deposited with the U.S. Postal Service, Express Mail Label Number EL 807450598 US, in an envelope addressed to: Mail Stop Patent Application, Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450, on the date set forth below.



Date:

7/28/03

**Mail Stop Patent Application**

Commissioner for Patents

PO Box 1450

Alexandria, VA 22313-1450

Sir:

**POWER OF ATTORNEY**

BASF Plant Science GmbH, as assignee of the entire right, title, and interest in and to the above-identified application, hereby appoints the attorneys listed below as its attorneys to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

ATTORNEY	REGISTRATION NO.
David T. Banchik	36,439
Fernando A. Borrego	34,780

Karen M. Dellerman	33,592
Barbara V. Maurer	31,278
Patricia McDaniels	33,194
Michael F. Morgan	42,906
Anne G. Sabourin	33,772
Elaine T. Sale	41,286
Brian W. Stegman	30,977
Mark A. Westhafer	42,220

Please direct all correspondence and all inquires related to the above-identified application to:

Patricia A. McDaniels  
Intellectual Property Department  
BASF Corporation  
26 Davis Drive  
Research Triangle Park, NC 27709.

(919) 547-2834 (direct dial)  
(919) 547-2444 (facsimile)

The undersigned declares that he is authorized to act on behalf of BASF Plant Science GmbH.

BASF PLANT SCIENCE GmbH,

By:

M. Mihalis

App. R. M. Schmidt

Typed name:

Bieberbach

Schmidt

Title:

Director IP

VP

Date:

July 18, 2003